Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Filing at a Glance

Companies: National Indemnity Company, National Liability & Fire Insurance Company

Product Name: Commercial Automobile SERFF Tr Num: NTIN-125694872 State: Arkansas

TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 20.0003 Other Co Tr Num: CA-3-3351 State Status: Fees verified and

received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,

Llyweyia Rawlins

Disposition Date: 06/18/2008

Authors: Marni Frandson, Mary

Nielsen, Dan Pongratz, Justin

Firestone

Date Submitted: 06/16/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New): 06/18/2008

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

06/18/2008

State Filing Description:

General Information

Project Name: Cargo Forms

Status of Filing in Domicile: Not Filed
Project Number: CA-3-3351

Domicile Status Comments: N/A

Reference Organization: N/A Reference Number: N/A Advisory Org. Circular: N/A

Filing Status Changed: 06/18/2008

State Status Changed: 06/18/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

National Indemnity Company and National Liability & Fire Insurance Company request approval of the following forms for use in the State of Arkansas effective upon approval. These forms will be used on stand-alone cargo policies and to endorse cargo coverage onto a business auto or trucker commercial auto policy.

M-4118a (04/2008) Cargo Coverage-Refrigeration Breakdown Coverage Endorsement

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

This endorsement was revised to eliminate the requirement that monthly maintenance be done and journaled on the heating and/or cooling systems.

M-4427a (04/2008) Cargo Coverage Form-Broad Form

In section II A. the provision limiting coverage to cargo written documentation has been removed. In Section II B. Exclusion 15 was revised to limit the cotton restriction to 72 hours after ginning. The limit of insurance in Section II. D. b. is raised to \$1,000,000 from \$500,000.

M-4428a (04/2008) Cargo Coverage Form-Named Peril

In section II A. the provision limiting coverage to cargo written documentation has been removed. In Section II B. Exclusion 15 was revised to limit the cotton restriction to 72 hours after ginning. The limit of insurance in Section II. D. b. is raised to \$1,000,000 from \$500,000.

Company and Contact

Filing Contact Information

Marni Frandson, mmfrandson@nationalindemnity.com

3024 Harney Street (402) 536-3152 [Phone] Omaha, NE 68131 (402) 536-3445[FAX]

Filing Company Information

National Indemnity Company CoCode: 20087 State of Domicile: Nebraska 3024 Harney Street Group Code: 31 Company Type: Property &

Casualty

Omaha, NE 68131 Group Name: Berkshire Hathaway State ID Number:

(402) 536-3000 ext. [Phone] FEIN Number: 47-0355979

National Liability & Fire Insurance Company CoCode: 20052 State of Domicile: Connecticut

3024 Harney Street Group Code: 31 Company Type: Property &

Casualty

Omaha, NE 68131 Group Name: Berkshire Hathaway State ID Number:

(402) 536-3000 ext. [Phone] FEIN Number: 36-2403971

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Filing Fees

Fee Required? Yes Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50/submission

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

National Indemnity Company \$50.00 06/16/2008 20926494

National Liability & Fire Insurance Company \$0.00 06/16/2008

 SERFF Tracking Number:
 NTIN-125694872
 State:
 Arkansas

 First Filing Company:
 National Indemnity Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Correspondence Summary

Dispositions

Status	Created By		Created On	Date Su	bmitted
Approved	Llyweyia Rawlins		06/18/2008	06/18/20	08
Amendme	ents				
Item	Schedule		Created By	Created On	Date Submitted
Cargo Coverage Debris Removal Coverage Extension Endorsemen	Form		Marni Frandson	06/18/2008	06/18/2008
Cargo Coverage Declarations	Form		Marni Frandson	06/18/2008	06/18/2008
Cargo Coverage Hired Autos Endorsemer	Form		Marni Frandson	06/17/2008	06/17/2008
Cargo Coverage Earned Freight Coverage Endorsemen			Marni Frandson	06/17/2008	06/17/2008
Subject		Note Type	Create	ed By Created	Date Submitted

On

 SERFF Tracking Number:
 NTIN-125694872
 State:
 Arkansas

 First Filing Company:
 National Indemnity Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-351

Missing foms on the Form Schedule Note To Filer Llyweyia Rawlins 06/18/2008 06/18/2008

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-351

Disposition

Disposition Date: 06/18/2008

Effective Date (New): 06/18/2008 Effective Date (Renewal): 06/18/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing0.000%Overall Percentage Rate Impact For This Filing0.000%Effect of Rate Filing-Written Premium Change For This Program\$0Effect of Rate Filing - Number of Policyholders Affected0

 SERFF Tracking Number:
 NTIN-125694872
 State:
 Arkansas

 First Filing Company:
 National Indemnity Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-351

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property Casualty	&Approved	Yes
Form	Motor Truck Cargo Changes Endorsement	Approved	Yes
Form	Cargo Coverage-Additional Insured Endorsement	Approved	Yes
Form	Arkansas Changes	Approved	Yes
Form	Cargo Coverage Loading and Unloading Coverage Endorsement	Approved	Yes
Form	Cargo Coverage Refrigeration Breakdow Coverage Endorsement	nApproved	Yes
Form	Cargo Coverage Tow Truck Amendatory Endorsement	Approved	Yes
Form	Cargo Coverage Theft Restriction	Approved	Yes
Form	Cargo Coverage Theft Exclusion	Approved	Yes
Form (revised)	Cargo Coverage Hired Autos Endorsement	Approved	Yes
Form	Cargo Coverage Earned Freight Coverage Endorsement	Approved	Yes
Form	Arkansas Cargo Changes	Approved	Yes
Form	Cargo Coverage Form Broad Form	Approved	Yes
Form	Cargo Coverage Form Named Perils	Approved	Yes
Form (revised)	Cargo Coverage Debris Removal Coverage Extension Endorsement	Approved	Yes
Form	Cargo Coverage Debris Removal Coverage Extension Endorsement	Approved	Yes
Form	Cargo Coverage Tow Truck Amendatory Endorsement	Approved	Yes
Form	Cargo Coverage Loading or Unloading Coverage Endorsement	Approved	Yes
Form	Schedule of Covered Autos Cargo	Approved	Yes
Form (revised)	Cargo Coverage Declarations	Approved	Yes
Form	Cargo Coverage Declarations	Approved	Yes
Form	Cargo Coverage Earned Freight Coverage Endorsement	Approved	Yes

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Amendment Letter

Amendment Date:

Submitted Date: 06/18/2008

Comments:

I have attached the pdf copies of the M-4643 and NLF-4162 for your review. Sorry for the omission. Thank you.

Marni

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Actio	n Replaced Form #	Previous Filing #	Readability Score	Attachments
Cargo Coverage Debris Removal Coverage Extension Endorseme t	M-4643 n	6/1996	Endorse New ment/Am endment /Conditio ns				M4643.pdf
Form Name	Form Number	Edition Date	Form Actio	n Replaced Form #	Previous Filing #	Readability Score	Attachments

Form	Form	Edition	Form Action	Replaced	Previous	Readability	Attachments
Name	Number	Date	Туре	Form #	Filing #	Score	
Cargo	NLF-4162	5/1996	Declarati New				NLF4162.pdf
Coverage			ons/Sch				
Declarations	3		edule				

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Note To Filer

Created By:

Llyweyia Rawlins on 06/18/2008 09:39 AM

Subject:

Missing foms on the Form Schedule

Comments:

Hello Marni

The following forms attachment are missing on your form schedule. Please complete attachment so I can finish reviewing your filing.

Form: M-4643 Cargo Coverage Debris Removal Coverage Extension Endst.

Form: NLF-4162 Cargo Coverage Declaration

Thank You

Llyweyia Rawlins

SERFF Tracking Number: NTIN-125694872 State: Arkansas First Filing Company: State Tracking Number: EFT \$50 National Indemnity Company, ...

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Commercial Automobile Product Name: Cargo Forms/CA-3-3351 Project Name/Number:

Amendment Letter

Amendment Date:

Submitted Date: 06/17/2008

Comments:

The M-4180 form name is the Cargo Coverage-Hired Autos Endorsement. The M-4122 is the Earned Freight Coverage Endorsement. These changes have been made to this filing. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Cargo	M-4180	6/91	Endorse	e New		J		M4180.pdf
Coverage			ment/Ar	n				
Hired Autos			endmer	t				
Endorseme	n		/Conditi	0				
t			ns					
Form	Form	Edition	Form	Action	Replaced	Previous	Readability	Attachments
Name	Number	Date	Type		Form #	Filing #	Score	
Cargo	M-4122	3/91	Endorse	e New				M4122.pdf
Coverage			ment/Ar	n				
Earned			endmer	t				
Freight			/Conditi	0				
Coverage			ns					
Endorseme	n							

 SERFF Tracking Number:
 NTIN-125694872
 State:
 Arkansas

 First Filing Company:
 National Indemnity Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-351

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	e Action	Action Specific Data	Readability	Attachment
Approved	Motor Truck Cargo Changes Endorsement	M-3859a	5/91	Endorsement/Amendrent/Conditions	n			M3859a.pdf
Approved	Cargo Coverage- Additional Insured Endorsement	- M-3862a	3/91	ent/Conditions	n			M3862a.pdf
Approved	Arkansas Changes	M-3950b	10/2001	Other	Replaced	Replaced Form # M-3950a Previous Filing #:		M3950b.pdf
Approved	Cargo Coverage Loading and Unloading Coverage Endorsement	M-4117	3/91	Endorsement/Amendrent/Conditions	n			M4117.pdf
Approved	Cargo Coverage Refrigeration Breakdown Coverage Endorsement	M-4118a	04/2008	Endorsement/Amendrent/Conditions		Replaced Form # M-4118 Previous Filing #:		M4118a.pdf
Approved	Cargo Coverage Tow Truck Amendatory Endorsement	M-4119a	4/93	ent/Conditions		Replaced Form # M-4119 Previous Filing #:		M4119a.pdf
Approved	Cargo Coverage Theft Restriction	M-4120	3/91	ent/Conditions	n			M4120.pdf
Approved	Cargo Coverage Theft Exclusion	M-4121	3/91	ent/Conditions	n			M4121.pdf

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Approved Cargo Coverage M-4180 6/91 Endorseme New M4180.pdf

Hired Autos nt/Amendm Endorsement ent/Conditi

ons

Approved Arkansas Cargo M-4205a 9/93 Other Replaced Replaced Form #: M4205a.pdf

Changes M-4205

Previous Filing #:

Approved Cargo Coverage M-4427a 04/2008 Policy/CoveReplaced Replaced Form #: M4427a.pdf

Form Broad Form rage Form M-4427

Previous Filing #: Markup.pdf

M4427

M4428

M4643.pdf

Approved Cargo Coverage M-4428a 04/2008 Policy/CoveReplaced Replaced Form #: M4428a.pdf

Form Named rage Form M-4428

Perils Previous Filing #: markup.pdf

Approved Cargo Coverage M-4643 6/1996 Endorseme New

Debris Removal nt/Amendm
Coverage ent/Conditi

Extension ons

Endorsement

Approved Cargo Coverage M-4831a 8/2003 Endorseme Replaced Replaced Form #: M4831a.pdf

Tow Truck nt/Amendm M-4831

Amendatory ent/Conditi Previous Filing #:

Endorsement ons

Approved Cargo Coverage M-4836 9/1998 Endorseme New M4836.pdf

Loading or nt/Amendm Unloading ent/Conditi

Coverage ons

Endorsement

Approved Schedule of M-5159 4/2004 Declaration New M5159.pdf

Covered Autos s/Schedule

Cargo

Approved Cargo Coverage NLF-4162 5/1996 Declaration New NLF4162.pdf

Declarations s/Schedule

Approved Cargo Coverage M-4122 3/91 Endorseme New M4122.pdf

Earned Freight nt/Amendm Coverage ent/Conditi

Endorsement ons

MOTOR TRUCK CARGO CHANGE ENDORSEMENT

Auto No.	Yea	ar Model	Trade Name		Туре	e of Body	Seria	No.
		cy EXTENDS		1				
Auto No.	Yea	ar Model	Trade Name		Туре	e of Body	Seria	l No.
Auto No)	Limit of Insurance	Deductible		AUTOS al Premium	ADDED Additional Premium	AUTOS D	
				7		7.00.000.000	7 4 111 6 11 11 11 11 11 11 11 11 11 11 11	Return Premium
			+					
				Subto	tal		Subtotal	
				Total				
				. ota.				
ll other teri	ns, co	onditions and a	agreements of the p	oolicy sh	nall remain	unchanged.		
ompany Nan	ne				Policy Nur	mber		
					Endorsem	nent Effective		
amed Insure	d				Countersi	aned at		
anica insuit	~				by	giioù ai		
					Бу		ed Representative)	

Endorsement # _____

ADDITIONAL INSURED ENDORSEMENT

THIS ENDOR	SEMENT CHANGES THE POLICY. PL	EASE READ IT CAREFULLY.						
Cargo Insuran	ice is changed as follows:							
that carç Certifica	go insurance as is provided by this polic	, it is understood and agreed by is extended to include as an additional insured, the you are under a written lease to such designated,						
1.	such insurance applies only to claims a covered "auto" under this policy; and	such insurance applies only to claims arising out of the ownership, maintenance, or use of a covered "auto" under this policy; and						
2.	that such covered "auto" is operating over routes and in connection with and pursuant to, permits or operating rights issued by a motor carrier regulatory body to such designated, Certificated Motor Carrier.							
	DESIGNATED - CERTIFICA	ATED MOTOR CARRIER(S)						
All other terms	s, conditions, and agreements remain un	changed.						
Company Name		Policy Number						
		Endorsement Effective						
Named Insured		Countersigned by						

(Authorized Representative)

ARKANSAS CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

COMMON POLICY CONDITIONS

- A. **CANCELLATION**, paragraph 2. is deleted and replaced by the following:
 - 2. Cancellation of Policies in Effect More Than 60 Days
 - a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local, fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
 - b. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days prior to the effective date of cancellation.

NONRENEWAL

- If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms, conditions and agreements remain unchanged

All other terms, conditions and agreements remain unchanged.			
Company Name	Policy Number		
	Endorsement Effective		
Named Insured	Countersigned at		
	by		

(Authorized Representative)

LOADING AND UNLOADING COVERAGE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following two provisions (#1-2) of the Cargo Coverage Form are amended.

SECTION II – CARGO COVERAGE – A. COVERAGE 1. is amended by adding at the end of the paragraph the following sentence:

We will also insure you for "loss" to "cargo" caused directly by the accidental breakage of "cargo" from any external cause while "loading or unloading".

SECTION II - CARGO COVERAGE - B. EXCLUSIONS

#2 Exclusion number 10 is amended to read:

"Loss" to "cargo" which occurs prior to the actual "loading" operation or subsequent to the actual "unloading" operations.

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number	
	Endorsement Effective	
Named Insured	Countersigned by	

(Authorized Representative)

REFRIGERATION BREAKDOWN COVERAGE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following two provisions (#1-2) of the Cargo Coverage Form are amended.

SECTION II – CARGO COVERAGE – A. COVERAGE 1. is amended by adding at the end of the paragraph the following sentence:

We will also insure you for "loss" to "cargo" caused directly by the mechanical failure or breakdown of the refrigeration unit, heating unit, or temperature control unit of a covered "auto".

SECTION II - CARGO COVERAGE - B. EXCLUSIONS

#2 Exclusion #9 is amended to read as follows:

This insurance does not apply to any of the following:

"Loss" caused by:

- (a) Failure to provide adequate fuel supply in the refrigeration unit, heating unit, or temperature control unit;
- (b) Failure to maintain crankcase oil level within the manufacturer's limits in the refrigeration unit, heating unit, or temperature control unit;
- (c) Failure to maintain an adequate level of refrigerant according to the manufacturer's specifications in the refrigeration unit, heating unit, or temperature control unit;
- (d) Willful destruction or damage to the refrigeration unit, heating unit, or temperature control unit by your employee or by others.

Additional Premium \$	

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

TOW TRUCK AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

The following four provisions (#1-#4) of the Cargo Coverage Form are amended.

#1 SECTION II – CARGO COVERAGE – A. COVERAGE is replaced by the following:

A. COVERAGE

In consideration of the payment of the premium and subject to all terms and conditions of this policy, we agree to insure you for all sums the "insured" legally must pay for physical "loss" to "cargo". This insurance only applies to "loss" caused directly by the causes of loss specified below. This insurance is limited to apply within the radius stated in the Declarations or in any Limitation of Use endorsement attached to this policy.

Specified Causes of Loss:

Fire or explosion;The collision of the customer'sTheft; or"auto" with another object; or

Mischief or vandalism
 The overturn of the customer's "auto"

#2 SECTION II - CARGO COVERAGE - B. EXCLUSIONS is amended by adding the following exclusions:

This insurance does not apply to any of the following:

Liability resulting from any agreement by which an "insured" accepts responsibility for "loss".

Tape decks or other sound reproducing equipment unless permanently installed in a customer's "auto".

Tapes, records, or other sound reproducing devices designed for use with sound reproducing equipment.

Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio, or telephone or scanning monitor receiver, including its antennas and other accessories unless permanently installed in a customer's "auto" in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

- **SECTION II CARGO COVERAGE B. EXCLUSIONS** is amended by deleting exclusions #10 and #11 in the Cargo Coverage Form.
- #4 SECTION IV CARGO DEFINITIONS is changed by amending definition B. as follows:

CARGO means an "auto" owned by a customer of yours but only while that "auto" is being transported behind or on a covered "auto" operated by you (including while being attached to or detached from the covered "auto").

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

THEFT RESTRICTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following provision of the Cargo Coverage Form is amended.

SECTION II – CARGO COVERAGE – B. EXCLUSIONS is amended by adding the following exclusion.

This insurance does not apply to any of the following:

"Loss" caused by theft of "cargo" from any "auto" parked overnight if the "auto" was not occupied by a person in your service or employment at the time of the "loss". Temporary absences, for any reason including meals or delivery, is considered not occupied.

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

THEFT EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following three provisions (#1-3) of the Cargo Coverage Form are amended.

SECTION II - CARGO COVERAGE - A. COVERAGE is amended by deleting the following peril:

#1 Theft of an entire shipping package.

SECTION II - CARGO COVERAGE - B. EXCLUSIONS

- **#2** Exclusion number 8 is amended to read as follows:
 - 8. "Loss" by theft.

SECTION II – CARGO COVERAGE – C. HOW WE WILL PAY FOR LOSSES 2. is amended to read as follows:

- **#3** 2. At our option, we may:
 - a. pay for, repair, or replace damaged "cargo"; or
 - b. take all or any part of the damaged "cargo" upon payment of the limit of insurance stated in the Schedule of Coverage (less deductible).

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

CARGO COVERAGE HIRED AUTOS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

SCHEDULE OF HIRED AUTO COVERAGE AND PREMIUM

CARGO COVERAGE - RATING BASIS, COST OF HIRE - AUTOS USED IN YOUR TRUCKING OPERATIONS

ESTIMATED COST OF HIRE	RATE PER EACH \$100 COST OF HIRE	LIMIT OF INSURANCE	TOTAL ESTIMATED PREMIUM
			\$

For any "loss" to "cargo" while in transit, on or in a hired "auto", the "Limit of Insurance" referred to in SECTION II – CARGO COVERAGE, D. LIMIT OF INSURANCE AND DEDUCTIBLE, shall be the LIMIT OF INSURANCE shown in this Endorsement.

ADDITIONAL DEFINITIONS - CARGO COVERAGE:

- (1) A HIRED "AUTO" is defined as those "autos" you lease, hire, rent, or borrow under a verbal or written contract, but does not include any "autos" which are SPECIFICALLY DESCRIBED "AUTOS" nor does it include any "private passenger type autos" which you lease, hire, rent, or borrow from any member of your household, any of your employees, partners or agents or members of their households.
- (2) Lease, hiring, renting, or borrowing of a "HIRED AUTO" includes:
 - (i) operation of a HIRED "AUTO" by you or any person under your direction or control;
 - (ii) operation of a HIRED "AUTO" by any person, with your consent, under a state or Interstate Commerce Commission certificate of authority issued to you; or
 - (iii) transportation of property or passengers by a HIRED "AUTO" under a bill of lading, ticket, or any agreement where you are shown as the carrier of the property or passengers.

Lease, hiring, renting, or borrowing of a HIRED "AUTO" occurs even if the owner, lessor, or lender of such "auto" agrees to indemnify or otherwise hold you harmless from liability in connection with such use and/or procures insurance on your behalf.

CARGO COVERAGE - PREMIUM BASIS:

- (1) The premium basis is the "Cost of Hire" multiplied by the rate per \$100 of cost of hire shown above. "Cost of Hire" is defined as the amount of money you pay or owe to hire, rent, or lease HIRED "AUTOS". You are required to maintain auditable records of your Cost of Hire sufficient to permit us to audit your records and determine the Cost of Hire you have paid or owe during the Policy Period. Cost of Hire for borrowed "autos" or "autos" hired, rented, or leased by you at below market rates, shall be adjusted to the comparable gross retail rental charge for the hire, rental, or lease of such "autos". The minimum premium for "Autos" hired, rented, leased, or borrowed by you and for which you do not maintain auditable records shall be 25% of the premium charged for all specifically described "Autos" insured during the Policy Period.
- (2) Where the owner, lessor, or lender of the "auto" agrees to indemnify or otherwise hold you harmless unconditionally for physical "loss" to "cargo" and procures minimum cargo insurance equal to the limits of this Policy on your behalf, listing you as an insured or additional insured, the insurance premium due for your use of such "auto" shall be calculated using 15% of the rate stated for each \$100 cost of hire shown above. The reduced rate shall only be applicable if you can produce at the time of our audit of your books and records, certificates of insurance certifying coverage and including you as an insured or additional insured with limits equal to or greater than the cargo limits of this Policy AND copies of contracts with each owner, lessor, or lender agreeing to indemnify or otherwise hold you harmless unconditionally for physical "loss" to "cargo" in connection with the use of such HIRED "AUTOS".

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned at
	by

(Authorized Representative)

ARKANSAS CARGO CHANGES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

SECTION III - CARGO CONDITIONS A. LOSS CONDITIONS 1. Appraisal for Cargo Loss is replaced by the following:

- 1. Appraisal for Cargo Loss
 - a. If you and we disagree on the amount of "loss," either party may make a written request for an appraisal of the "loss." However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. Each party will:
 - 1) Pay its chosen appraiser; and
 - 2) Bear the other expenses of the appraisal and umpire equally.
 - b. If we submit to an appraisal, we will still retain our right to deny the claim.
 - c. An appraisal decision will not be binding on either party.
- **3. Legal Action Against Us** is replaced by the following:
 - 3. Legal Action Against Us

No one may bring any legal action against us under this coverage unless:

- a. There has been full compliance with all the terms and conditions of this coverage;
- b. The legal action is commenced against us within sixty (60) months after the determination of your liability for the "loss" (or within sixty (60) months after the date of "loss" if you own the cargo), provided that where that limitation of time is prohibited under the laws of the state in which this coverage is issued, no legal action against us shall be sustainable unless it is commenced within the shortest limitation of time permitted under the laws of that state; and
- c. With respect to your liability for "loss" to "cargo" owned by others, there has been an Agreed Settlement or a final judgment against you obtained after an actual trial.

An Agreed Settlement means a settlement and release of your liability signed by the claimant or the claimant's legal representative to which we have granted our written consent.

All other terms, conditions and agreements remain unchanged.

<u> </u>	<u> </u>
Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned at
	by

(Authorized Representative)

CARGO COVERAGE FORM BROAD FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV – CARGO DEFINITIONS.

SECTION I – COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for Cargo Coverage. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered in ITEM TWO on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

46A = SPECIFICALLY DESCRIBED "AUTOS".

Only those "autos" described in ITEM THREE of the Declarations for which a cargo coverage premium charge is shown. If the "auto" described in ITEM THREE is a power unit, the covered "auto" for cargo coverage includes:

- 1. any trailers and semi-trailers or any combination of them; or
- 2. a mobile home

but only while attached to a described power unit.

47A = HIRED "AUTOS" ONLY.

Only those "autos" you lease, hire, rent, or borrow. This does not include any private passenger type auto you lease, hire, rent, or borrow from any member of your household, any of your employees, partners or agents or members of their households.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

An "auto" you acquire will be a covered "auto" for cargo coverage only if:

- 1. We already cover all "autos" that you own for cargo coverage or it replaces an "auto" you previously owned that had cargo coverage; and
- 2. You tell us within 30 days after you acquire it that you want us to cover it for cargo coverage.

C. TEMPORARY SUBSTITUTE AUTOS

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss" or
- 5. Destruction

will be a covered "auto" for Cargo Coverage.

SECTION II - CARGO COVERAGE

A. COVERAGE

1. In consideration of the payment of the premium and subject to all terms and conditions of this policy, we agree to insure you for: (i) physical "loss" to "cargo" owned by you; or (ii) your legal liability as a motor carrier or bailee for physical "loss" to "cargo" owned by others. This insurance is limited to apply only to "cargo" while in transit on or in a covered "auto" operated by you within the radius stated in the Declarations or any Limitation of Use

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Endorsement attached to this policy.

B. EXCLUSIONS

This insurance does not apply to any of the following:

- 1. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, or to a shipping container in your possession under an interchange agreement, or to "cargo" you carry free or as an accommodation.
- 2. "Loss" to accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad or other tickets, notes, securities, money, currency, bullion, precious stones, jewelry, furs, silk, paintings, statuary and other works of art, manuscripts, mechanical drawings, or other similar valuables.
- 3. "Loss" to live animals, except for straying, death, or injury rendering death immediately necessary, caused by fire, lightning and explosions, collision, overturning of the "auto," floods, windstorm, or theft.
 - Coverage, subject to all other exclusions, does include "loss" for expenses in roundup, feeding, and caring for these live animals until such time as they can be delivered to their final destination. You are required to deliver the load as soon as is practical but coverage for these additional expenses will cease after ten days following the date of "loss".
- 4. "Loss" resulting from dishonest acts of you, your employees, or your agents, whether or not acting alone or in collusion with other persons or occurring during the hours of employment or at any other time.
- 5. "Loss" caused by
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 6. "Loss" caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any peril.
- 7. "Loss" to illegal "cargo".
- 8. "Loss" by theft from a fully enclosed "auto" except by forced entry, or any "loss" by pilferage.
- 9. "Loss" caused by mechanical failure or breakdown of a refrigeration unit, heating unit, or temperature control unit.
- 10. "Loss" due to "loading or unloading".
- 11. "Loss" caused by:
 - a. shifting of a load in or on an "auto";
 - b. leakage, breaking, marring or scratching, rough handling, or poor packing:
 - c. wetness or dampness unless the compartment carrying the "cargo" is completely covered by a waterproof tarpaulin which is securely fastened; or
 - d. being spotted, discolored, moldy, rusted, frosted, rotted, spoiled, soured, steamed, or changed in flavor; unless caused directly by fire, lightning and explosions, collision, overturning of the "auto," floods, windstorm, or theft.
- 12. "Loss" caused by mysterious disappearance or shortages.
- 13. "Loss" caused by loss of market arising from delay or loss of use.
- 14. With respect to mobile homes, these additional exclusions will apply:
 - a. "Loss" to personal property that is not an integral part of the mobile home.
 - b. "Loss" from the collapse or failure of the undercarriage or suspension system of the mobile home including but not limited to axle, wheels, or tires.

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- c. "Loss" from sagging, warping, twisting, or "loss" of windows or doors from their frames unless caused directly by fire, lightning and explosions, collision, overturning of the "auto," floods, windstorm, or theft.
- 15. "Loss" to cotton within 72 hours after ginning.

C. HOW WE WILL PAY FOR LOSSES

- 1. "Loss" is payable to you and to the owner of the "cargo", as interests may appear.
- 2. At our option, we may:
 - a. pay for, repair, or replace damaged or stolen "cargo"; or
 - return the stolen "cargo" at our expense and pay for any damage that results to the "cargo" from the theft;
 or
 - c. take all or any part of the damaged or stolen "cargo" upon payment of the limit of insurance stated in the Schedule of Coverage (less deductible).

D. LIMIT OF INSURANCE AND DEDUCTIBLE

- Regardless of the number of covered "autos", "insureds", or claims related to the "loss", the most we will pay under this policy for all losses, salvage charges and expenses or other costs in saving and preserving the "cargo":
 - a. For a single covered "auto" the smallest of the following:
 - 1) the limit shown as the Limit of Insurance in the Schedule of Coverage.
 - 2) the actual cash value of the damaged or stolen "cargo" at the time of the "loss", but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.
 - 3) the proportion of the "loss" that the limit of insurance bears to 100% of the actual cash value of the entire "cargo" at the time of "loss". When the "cargo" is one-half of a double wide mobile home, and following a loss the damaged half cannot be economically repaired or replaced, the combined value of both halves of the double wide mobile home shall be used to calculate the proportion described in the preceding sentence.
 - b. For any one "loss," the total of all "cargo" limits on all covered "autos" involved in the "loss," or \$1,000,000, whichever is less.
- 2. For each "loss", our obligation to pay for, repair, return, or replace damaged or stolen "cargo" will be reduced by the applicable deductible per covered "auto" as shown in the Schedule of Coverage.

E. DEFENSE

We will have the option, but not the duty, to defend any suit seeking to hold you liable for physical "loss" to "cargo" owned by others to which this insurance applies. We may at our discretion investigate any "loss" and settle any claim or suit that may result.

SECTION III – CARGO CONDITIONS

The following are conditions for coverage under this policy:

A. LOSS CONDITIONS

1. Appraisal for Cargo Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

- 2. Your duties in the Event of Cargo Loss
 - a. You must give us or our authorized representative prompt notice of "loss" including how, when, and where

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- the "loss" occurred.
- b. You must not assume any obligation, make any payment, or incur any expense without our consent, except at your own cost.
- c. You must immediately send us copies of any demand, notice, summons, or legal paper received concerning the "loss."
- d. You must cooperate with us in investigating, securing information and evidence, effecting settlements, arranging for the attendance of witnesses at trials, and prosecuting appeals in connection with each claim.
- e. You must promptly notify the police if the "cargo" is stolen.
- f. You must take all reasonable steps to protect the "cargo" from further damage. Also you must keep a record of your expenses for consideration in the settlement of the claim.
- g. You must permit us to inspect the "cargo" and records proving the "loss" before its disposition.
- h. You must agree to examination under oath at our request and give us a signed statement of your answers.
- i. When required by us, you must send us a sworn proof of "loss" containing the information we request to settle the claim.

3. Legal Action Against Us

No one may bring any legal action against us under this coverage unless:

- a. there has been full compliance with all the terms and conditions of this coverage;
- b. the legal action is commenced against us within twelve (12) months after the determination of your liability for the "loss" (or within twelve (12) months after the date of "loss" if you own the "cargo"), provided that where that limitation of time is prohibited under the laws of the state in which this coverage is issued, no legal action against us shall be sustainable unless it is commenced within the shortest limitation of time permitted under the laws of that state; and
- c. with respect to your liability for "loss" to "cargo" owned by others, there has been an Agreed Settlement or a final judgment against you obtained after an actual trial.

An Agreed Settlement means a settlement and release of your liability signed by the claimant or the claimant's legal representative to which we have granted our written consent.

4. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "loss" to impair them.

B. GENERAL CARGO CONDITIONS

1. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you at any time as it relates to this coverage. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning this coverage, a claim under this coverage, or your interest in the property.

2. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization (other than the Named Insured) holding, storing, or transporting property for a fee regardless of any other provision of this coverage.

3. Other Insurance

If you have other insurance covering the same "loss" as the insurance under this policy, we will pay (subject to all other terms and conditions of the policy) only the amount of the "loss" in excess of what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

If the only other insurance coverage available is a cargo policy issued to another motor carrier as the Named Insured and your liability arises under a written lease with that motor carrier, then this coverage shall be primary.

4. Policy Period, Coverage Territory

Under this coverage, we cover "losses" occurring:

a. During the policy period shown in the Declarations; and

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b. Within the coverage territory

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico: and
- d. Canada.
- 5. Abandonment

There can be no abandonment of any property to us.

6. Machinery

If "loss" occurs to machinery which when complete for sale or use consists of several parts, we shall only be liable for the value of the parts lost or damaged.

7. Indemnification Clause

You agree to reimburse us for any payment we make solely because of a Federal, State, or Provincial filing we have made under the policy on your behalf.

8. Agent

No person may be considered to be our agent unless specifically authorized in writing by us.

SECTION IV – CARGO DEFINITIONS

The following words and phrases have special meaning for CARGO COVERAGE only.

- A. AUTO means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads.
- B. **CARGO** means property of others which is in your custody while loaded for shipment in or on a covered "auto"; or property owned by you while loaded for shipment in or on a covered "auto".
- C. **INSURED** means any person or organization named in **ITEM ONE** of the Declarations.
- D. **LOADING OR UNLOADING** means the moving of "cargo" between an adjacent loading platform, or the adjacent roadbed and a covered "auto".
- E. LOSS means a direct and accidental loss or damage.

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* For Reference Only *

CARGO COVERAGE FORM BROAD FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV - CARGO DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for Cargo Coverage. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered in ITEM TWO on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL

DESCRIPTION

46A = SPECIFICALLY DESCRIBED "AUTOS".

Only those "autos" described in ITEM THREE of the Declarations for which a cargo coverage premium charge is shown. If the "auto" described in ITEM THREE is a power unit, the covered "auto" for cargo coverage includes:

- 1. any trailers and semi-trailers or any combination of them; or
- 2. a mobile home

but only while attached to a described power unit.

47A = HIRED "AUTOS" ONLY.

Only those "autos" you lease, hire, rent, or borrow. This does not include any private passenger type auto you lease, hire, rent, or borrow from any member of your household, any of your employees, partners or agents or members of their households.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

An "auto" you acquire will be a covered "auto" for cargo coverage only if:

- 1. We already cover all "autos" that you own for cargo coverage or it replaces an "auto" you previously owned that had cargo coverage; and
- 2. You tell us within 30 days after you acquire it that you want us to cover it for cargo coverage.

C. TEMPORARY SUBSTITUTE AUTOS

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing:
- 4. "Loss" or
- 5. Destruction

will be a covered "auto" for Cargo Coverage.

SECTION II - CARGO COVERAGE

A. COVERAGE

1. In consideration of the payment of the premium and subject to all terms and conditions of this policy, we agree to insure you for: (i) physical "loss" to "cargo" owned by you; or (ii) your legal liability as a motor carrier or bailee for physical "loss" to "cargo" owned by others when your liability arises under tariff documents, bill of lading, shipping receipt, written lease with another motor carrier, or written contract to hau. This insurance is limited to apply only to "cargo" while in transit on or in a covered "auto" operated by you within the radius stated in the Declarations or any Limitation of Use Endorsement attached to this policy.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, or to a shipping container in your possession under an interchange agreement, or to "cargo" you carry free or as an accommodation.

- "Loss" to accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad or other tickets, notes, securities, money, currency, bullion, precious stones, jewelry, furs, silk, paintings, statuary and other works of art, manuscripts, mechanical drawings, or other similar valuables.
- 3. "Loss" to live animals, except for straying, death, or injury rendering death immediately necessary, caused by fire, lightning and explosions, collision, overturning of the "auto," floods, windstorm, or theft.

Coverage, subject to all other exclusions, does include "loss" for expenses in roundup, feeding, and caring for these live animals until such time as they can be delivered to their final destination. You are required to deliver the load as soon as is practical but coverage for these additional expenses will cease after ten days following the date of "loss".

- 4. "Loss" resulting from dishonest acts of you, your employees, or your agents, whether or not acting alone or in collusion with other persons or occurring during the hours of employment or at any other time.
- 5. "Loss" caused by
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- "Loss" caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any peril.
- 7. "Loss" to illegal "cargo".
- 8. "Loss" by theft from a fully enclosed "auto" except by forced entry, or any "loss" by pilferage.
- 9. "Loss" caused by mechanical failure or breakdown of a refrigeration unit, heating unit, or temperature control unit.
- 10. "Loss" due to "loading or unloading".
- 11, "Loss" caused by:
 - a. shifting of a load in or on an "auto";
 - b. leakage, breaking, marring or scratching, rough handling, or poor packing;
 - c. wetness or dampness unless the compartment carrying the "cargo" is completely covered by a waterproof tarpaulin which is securely fastened; or
 - d. being spotted, discolored, moldy, rusted, frosted, rotted, spoiled, soured, steamed, or changed in flavor;

unless caused directly by fire, lightning and explosions, collision, overturning of the "auto," floods, windstorm, or theft.

- 12. "Loss" caused by mysterious disappearance or shortages.
- 13. "Loss" caused by loss of market arising from delay or loss of use.
- 14. With respect to mobile homes, these additional exclusions will apply:
 - a. "Loss" to personal property that is not an integral part of the mobile home.
 - b. "Loss" from the collapse or failure of the undercarriage or suspension system of the mobile home including but not limited to axle, wheels, or tires.
 - c. "Loss" from sagging, warping, twisting, or "loss" of windows or doors from their frames unless caused directly by fire, lightning and explosions, collision, overturning of the "auto," floods, windstorm, or theft.

15. [Cotton.] "Loss" to cotton within 72 hours after ginning.

C. HOW WE WILL PAY FOR LOSSES

- 1. "Loss" is payable to you and to the owner of the "cargo", as interests may appear.
- 2. At our option, we may:
 - a. pay for, repair, or replace damaged or stolen "cargo"; or
 - b. return the stolen "cargo" at our expense and pay for any damage that results to the "cargo" from the theft; or
 - c. take all or any part of the damaged or stolen "cargo" upon payment of the limit of insurance stated in the Schedule of Coverage (less deductible).

D. LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. Regardless of the number of covered "autos", "insureds", or claims related to the "loss", the most we will pay under this policy for all losses, salvage charges and expenses in saving and preserving the "cargo", and any other cost is the other cost is
 - a. For a single covered "auto" the smallest of the following:

- 1) the limit shown as the Limit of Insurance in the Schedule of Coverage.
- 2) the actual cash value of the damaged or stolen "cargo" at the time of the "loss", but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.
- 3) the proportion of the "loss" that the limit of insurance bears to 100% of the actual cash value of the entire "cargo" at the time of "loss". When the "cargo" is one-half of a double wide mobile home, and following a loss the damaged half cannot be economically repaired or replaced, the combined value of both halves of the double wide mobile home shall be used to calculate the proportion described in the preceding sentence.
- b. For any one "loss," the total of all "cargo" limits on all covered "autos" involved in the "loss," or \$500,000 whichever is less.
- 2. Our liability for "loss" to certain "cargo" is further limited as follows:
 - a. 10% of the Limit of Insurance for theft applies to tobacco products, tires, tubes, or alcoholic beverages (except beer).
 - b. \$500 for eggs in any one "auto".
- 3. For each "loss", our obligation to pay for, repair, return, or replace damaged or stolen "cargo" will be reduced by the applicable deductible per covered "auto" as shown in the Schedule of Coverage.

E. DEFENSE

We will have the option, but not the duty, to defend any suit seeking to hold you liable for physical "loss" to "cargo" owned by others to which this insurance applies. We may at our discretion investigate any "loss" and settle any claim or suit that may result.

SECTION III - CARGO CONDITIONS

The following are conditions for coverage under this policy:

A. LOSS CONDITIONS

1. Appraisal for Cargo Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

- 2. Your duties in the Event of Cargo Loss
 - a. You must give us or our authorized representative prompt notice of "loss" including how, when, and where the "loss" occurred.
 - b. You must not assume any obligation, make any payment, or incur any expense without our consent, except at your own cost.
 - c. You must immediately send us copies of any demand, notice, summons, or legal paper received concerning the "loss."
 - d. You must cooperate with us in investigating, securing information and evidence, effecting settlements, arranging for the attendance of witnesses at trials, and prosecuting appeals in connection with each claim.
 - e. You must promptly notify the police if the "cargo" is stolen.
 - f. You must take all reasonable steps to protect the "cargo" from further damage. Also you must keep a record of your expenses for consideration in the settlement of the claim.
 - g. You must permit us to inspect the "cargo" and records proving the "loss" before its disposition.
 - h. You must agree to examination under oath at our request and give us a signed statement of your answers.
 - i. When required by us, you must send us a sworn proof of "loss" containing the information we request to settle the claim.

3. Legal Action Against Us

No one may bring any legal action against us under this coverage unless:

- a, there has been full compliance with all the terms and conditions of this coverage;
- b. the legal action is commenced against us within twelve (12) months after the determination of your liability for the "loss" (or within twelve (12) months after the date of "loss" if you own the "cargo"), provided that where that limitation of time is prohibited under the laws of the state in which this coverage is issued, no legal action against us shall be sustainable unless it is commenced within the shortest limitation of time permitted under the laws of that state; and
- c. with respect to your liability for "loss" to "cargo" owned by others, there has been an Agreed Settlement or a final judgment against you obtained after an actual trial.

An Agreed Settlement means a settlement and release of your liability signed by the claimant or the claimant's legal representative to which we have granted our written consent.

4. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "loss" to impair them.

B. GENERAL CARGO CONDITIONS

1. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you at any time as it relates to this coverage. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning this coverage, a claim under this coverage, or your interest in the property.

2. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization (other than the Named Insured) holding, storing, or transporting property for a fee regardless of any other provision of this coverage.

3. Other Insurance

If you have other insurance covering the same "loss" as the insurance under this policy, we will pay (subject to all other terms and conditions of the policy) only the amount of the "loss" in excess of what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

If the only other insurance coverage available is a cargo policy issued to another motor carrier as the Named Insured and your liability arises under a written lease with that motor carrier, then this coverage shall be primary.

4. Policy Period, Coverage Territory

Under this coverage, we cover "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.
- 5. Abandonment

There can be no abandonment of any property to us.

6. Machinery

If "loss" occurs to machinery which when complete for sale or use consists of several parts, we shall only be liable for the value of the parts lost or damaged.

7. Indemnification Clause

You agree to reimburse us for any payment we make solely because of a Federal, State, or Provincial filing we have made under the policy on your behalf.

8. Agent

No person may be considered to be our agent unless specifically authorized in writing by us.

SECTION IV - CARGO DEFINITIONS

The following words and phrases have special meaning for CARGO COVERAGE only.

- A. AUTO means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads.
- B. CARGO means property of others which is in your custody while loaded for shipment in or on a covered "auto"; or property owned by you while loaded for shipment in or on a covered "auto".
- C. INSURED means any person or organization named in ITEM ONE of the Declarations.
- D. LOADING OR UNLOADING means the moving of "cargo" between an adjacent loading platform, or the adjacent roadbed and a covered "auto".
- E. LOSS means a direct and accidental loss or damage.

CARGO COVERAGE FORM NAMED PERILS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV – CARGO DEFINITIONS.

SECTION I – COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for Cargo Coverage. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered in ITEM TWO on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

46A = SPECIFICALLY DESCRIBED "AUTOS".

Only those "autos" described in ITEM THREE of the Declarations for which a cargo coverage premium charge is shown. If the "auto" described in ITEM THREE is a power unit, the covered "auto" for cargo coverage includes:

- 1. any trailers and semi-trailers or any combination of them; or
- 2. a mobile home

but only while attached to a described power unit.

47A = HIRED "AUTOS" ONLY.

Only those "autos" you lease, hire, rent, or borrow. This does not include any private passenger type auto you lease, hire, rent, or borrow from any member of your household, any of your employees, partners or agents or members of their households.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

An "auto" you acquire will be a covered "auto" for cargo coverage only if:

- 1. We already cover all "autos" that you own for cargo coverage or it replaces an "auto" you previously owned that had cargo coverage; and
- 2. You tell us within 30 days after you acquire it that you want us to cover it for cargo coverage.

C. TEMPORARY SUBSTITUTE AUTOS

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing;
- 4. "Loss" or
- 5. Destruction

will be a covered "auto" for Cargo Coverage.

SECTION II - CARGO COVERAGE

A. COVERAGE

1. In consideration of the payment of the premium and subject to all terms and conditions of this policy, we agree to insure you for: (i) physical "loss" to "cargo" owned by you; or (ii) your legal liability as a motor carrier or bailee for physical "loss" to "cargo" owned by others. This insurance only applies to "loss" caused directly by the perils specified in Section II A.2. below. This insurance is further limited to apply only to "cargo" while in transit on or

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in a covered "auto" operated by you within the radius stated in the Declarations or any Limitation of Use Endorsement attached to this policy.

- 2. Perils Insured. We will pay for direct "loss" to "cargo" caused by:
 - a. Fire, lightning and explosions;
 - b. Collision (meaning accidental collision of the "auto" with any other vehicle or object);
 - c. Overturning of the "auto";
 - d. Collapse of bridges, docks, wharves, culverts, overpasses, or ramps;
 - e. The stranding, sinking, burning, or collision (including general average and salvage charges) of any ferry while operating on inland waterways only;
 - f. Floods (meaning the rising of streams and navigable waters from natural causes);
 - g. Windstorm, excluding "loss" caused by hail, rain, sleet, or snow, whether driven by wind or not.
 - h. Theft of an entire shipping package.

B. EXCLUSIONS

This insurance does not apply to any of the following:

- 1. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, or to a shipping container in your possession under an interchange agreement, or to "cargo" you carry free or as an accommodation.
- 2. "Loss" to accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad or other tickets, notes, securities, money, currency, bullion, precious stones, jewelry, furs, silk, paintings, statuary and other works of art, manuscripts, mechanical drawings, or other similar valuables.
- 3. "Loss" to live animals, except for straying, death, or injury rendering death immediately necessary, caused by a peril insured.
 - Coverage does include "loss" for expenses in roundup, feeding, and caring for these live animals until such time as they can be delivered to their final destination. You are required to deliver the load as soon as is practical but coverage for these additional expenses will cease after ten days following the date of "loss".
- 4. "Loss" resulting from dishonest acts of you, your employees, or your agents, whether or not acting alone or in collusion with other persons or occurring during the hours of employment or at any other time.
- 5. "Loss" caused by
 - a. War, including undeclared or civil war;
 - Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 6. "Loss" caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any peril.
- 7. "Loss" to illegal "cargo".
- 8. "Loss" by theft from a fully enclosed "auto" except by forced entry, or any "loss" by pilferage.
- 9. "Loss" caused by mechanical failure or breakdown of a refrigeration unit, heating unit, or temperature control unit.
- 10. "Loss" due to "loading or unloading".
- 11. "Loss" by collision while coupling, uncoupling, or backing or by collision of the "auto" with a pothole, railroad crossing, or other rough surface or by collision of "cargo" with another object without the covered "auto" colliding with that object.

This exclusion shall not apply to "loss" by collision while backing if the "cargo" is a mobile home.

- 12. "Loss" caused by mysterious disappearance or shortages.
- 13. "Loss" caused by loss of market arising from delay or loss of use.
- 14. With respect to mobile homes, these additional exclusions will apply:
 - a. "Loss" to personal property that is not an integral part of the mobile home.
 - b. "Loss" from the collapse or failure of the undercarriage or suspension system of the mobile home including but not limited to axle, wheels, or tires.
 - c. "Loss" from sagging, warping, twisting, or "loss" of windows or doors from their frames unless caused directly by a peril insured.
- 15. "Loss" to cotton within 72 hours after ginning.

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C. HOW WE WILL PAY FOR LOSSES

- 1. "Loss" is payable to you and to the owner of the "cargo", as interests may appear.
- 2. At our option, we may:
 - a. pay for, repair, or replace damaged or stolen "cargo"; or
 - b. return the stolen "cargo" at our expense and pay for any damage that results to the "cargo" from the theft;
 - c. take all or any part of the damaged or stolen "cargo" upon payment of the limit of insurance stated in the Schedule of Coverage (less deductible).

D. LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. Regardless of the number of covered "autos", "insureds", or claims related to the "loss", the most we will pay under this policy for all losses, salvage charges and expenses or other costs in saving and preserving the "cargo":
 - a. For a single covered "auto" the smallest of the following:
 - 1) the limit shown as the Limit of Insurance in the Schedule of Coverage.
 - 2) the actual cash value of the damaged or stolen "cargo" at the time of the "loss", but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.
 - 3) the proportion of the "loss" that the limit of insurance bears to 100% of the actual cash value of the entire "cargo" at the time of "loss". When the "cargo" is one-half of a double wide mobile home, and following a loss the damaged half cannot be economically repaired or replaced, the combined value of both halves of the double wide mobile home shall be used to calculate the proportion described in the preceding sentence.
 - b. For any one "loss," the total of all "cargo" limits on all covered "autos" involved in the "loss," or \$1,000,000, whichever is less.
- 2. For each "loss", our obligation to pay for, repair, return, or replace damaged or stolen "cargo" will be reduced by the applicable deductible per covered "auto" as shown in the Schedule of Coverage.

E. DEFENSE

We will have the option, but not the duty, to defend any suit seeking to hold you liable for physical "loss" to "cargo" owned by others to which this insurance applies. We may at our discretion investigate any "loss" and settle any claim or suit that may result.

SECTION III - CARGO CONDITIONS

The following are conditions for coverage under this policy:

A. LOSS CONDITIONS

Appraisal for Cargo Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

- Your duties in the Event of Cargo Loss
 - a. You must give us or our authorized representative prompt notice of "loss" including how, when, and where the "loss" occurred.
 - b. You must not assume any obligation, make any payment, or incur any expense without our consent, except at your own cost.
 - c. You must immediately send us copies of any demand, notice, summons, or legal paper received concerning the "loss."
 - d. You must cooperate with us in investigating, securing information and evidence, effecting settlements, arranging for the attendance of witnesses at trials, and prosecuting appeals in connection with each claim.
 - e. You must promptly notify the police if the "cargo" is stolen.

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- f. You must take all reasonable steps to protect the "cargo" from further damage. Also you must keep a record of your expenses for consideration in the settlement of the claim.
- g. You must permit us to inspect the "cargo" and records proving the "loss" before its disposition.
- h. You must agree to examination under oath at our request and give us a signed statement of your answers.
- When required by us, you must send us a sworn proof of "loss" containing the information we request to settle the claim.

3. Legal Action Against Us

No one may bring any legal action against us under this coverage unless:

- a. there has been full compliance with all the terms and conditions of this coverage;
- b. the legal action is commenced against us within twelve (12) months after the determination of your liability for the "loss" (or within twelve (12) months after the date of "loss" if you own the "cargo"), provided that where that limitation of time is prohibited under the laws of the state in which this coverage is issued, no legal action against us shall be sustainable unless it is commenced within the shortest limitation of time permitted under the laws of that state; and
- c. with respect to your liability for "loss" to "cargo" owned by others, there has been an Agreed Settlement or a final judgment against you obtained after an actual trial.

An Agreed Settlement means a settlement and release of your liability signed by the claimant or the claimant's legal representative to which we have granted our written consent.

4. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "loss" to impair them.

B. GENERAL CARGO CONDITIONS

1. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you at any time as it relates to this coverage. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning this coverage, a claim under this coverage, or your interest in the property.

2. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization (other than the Named Insured) holding, storing, or transporting property for a fee regardless of any other provision of this coverage.

3. Other Insurance

If you have other insurance covering the same "loss" as the insurance under this policy, we will pay (subject to all other terms and conditions of the policy) only the amount of the "loss" in excess of what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

If the only other insurance coverage available is a cargo policy issued to another motor carrier as the Named Insured and your liability arises under a written lease with that motor carrier, then this coverage shall be primary.

4. Policy Period, Coverage Territory

Under this coverage, we cover "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America:
- c. Puerto Rico; and
- d. Canada.

5. Abandonment

There can be no abandonment of any property to us.

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- 6. Machinery
 - If "loss" occurs to machinery which when complete for sale or use consists of several parts, we shall only be liable for the value of the parts lost or damaged.
- 7. Indemnification Clause

You agree to reimburse us for any payment we make solely because of a Federal, State, or Provincial filing we have made under the policy on your behalf.

8. Agent

No person may be considered to be our agent unless specifically authorized in writing by us.

SECTION IV - CARGO DEFINITIONS

The following words and phrases have special meaning for CARGO COVERAGE only.

- A. AUTO means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads.
- B. **CARGO** means property of others which is in your custody while loaded for shipment in or on a covered "auto"; or property owned by you while loaded for shipment in or on a covered "auto".
- C. **INSURED** means any person or organization named in **ITEM ONE** of the Declarations.
- D. **LOADING OR UNLOADING** means the moving of "cargo" between an adjacent loading platform, or the adjacent roadbed and a covered "auto".
- E. **LOSS** means direct and accidental loss or damage.

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* For Reference Only *

CARGO COVERAGE FORM NAMED PERILS

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION IV - CARGO DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for Cargo Coverage. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered in ITEM TWO on the Declarations designate the only "autos" that are covered "autos".

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL

DESCRIPTION

46A = SPECIFICALLY DESCRIBED "AUTOS".

Only those "autos" described in ITEM THREE of the Declarations for which a cargo coverage premium charge is shown. If the "auto" described in ITEM THREE is a power unit, the covered "auto" for cargo coverage includes:

- 1. any trailers and semi-trailers or any combination of them; or
- 2. a mobile home

but only while attached to a described power unit.

47A = HIRED "AUTOS" ONLY.

Only those "autos" you lease, hire, rent, or borrow. This does not include any private passenger type auto you lease, hire, rent, or borrow from any member of your household, any of your employees, partners or agents or members of their households.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

An "auto" you acquire will be a covered "auto" for cargo coverage only if:

- 1. We already cover all "autos" that you own for cargo coverage or it replaces an "auto" you previously owned that had cargo coverage; and
- 2. You tell us within 30 days after you acquire it that you want us to cover it for cargo coverage.

C. TEMPORARY SUBSTITUTE AUTOS

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- 1. Breakdown;
- 2. Repair;
- 3. Servicing:
- 4. "Loss" or
- 5. Destruction

will be a covered "auto" for Cargo Coverage.

SECTION II - CARGO COVERAGE

A. COVERAGE

- 1. In consideration of the payment of the premium and subject to all terms and conditions of this policy, we agree to insure you for: (i) physical "loss" to "cargo" owned by you; or (ii) your legal liability as a motor carrier or bailee for physical "loss" to "cargo" owned by others when your liability arises under tariff documents, bill of lading, shipping receipt, written lease with another motor carrier, or written contract to hau This insurance only applies to "loss" caused directly by the perils specified in Section II A.2. below. This insurance is further limited to apply only to "cargo" while in transit on or in a covered "auto" operated by you within the radius stated in the Declarations or any Limitation of Use Endorsement attached to this policy.
- 2. Perils Insured. We will pay for direct "loss" to "cargo" caused by:
 - a. Fire, lightning and explosions;
 - b. Collision (meaning accidental collision of the "auto" with any other vehicle or object);

- c. Overturning of the "auto";
- d. Collapse of bridges, docks, wharves, culverts, overpasses, or ramps;
- e. The stranding, sinking, burning, or collision (including general average and salvage charges) of any ferry while operating on inland waterways only;
- f. Floods (meaning the rising of streams and navigable waters from natural causes):
- g. Windstorm, excluding "loss" caused by hail, rain, sleet, or snow, whether driven by wind or not.
- h. Theft of an entire shipping package.

B. EXCLUSIONS

This insurance does not apply to any of the following:

- 1. "Loss" to a covered "auto" or its equipment, including tarpaulins and fittings, or to a shipping container in your possession under an interchange agreement, or to "cargo" you carry free or as an accommodation.
- 2. "Loss" to accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, railroad or other tickets, notes, securities, money, currency, bullion, precious stones, jewelry, furs, silk, paintings, statuary and other works of art, manuscripts, mechanical drawings, or other similar valuables.
- 3. "Loss" to live animals, except for straying, death, or injury rendering death immediately necessary, caused by a peril insured.
 - Coverage does include "loss" for expenses in roundup, feeding, and caring for these live animals until such time as they can be delivered to their final destination. You are required to deliver the load as soon as is practical but coverage for these additional expenses will cease after ten days following the date of "loss".
- 4. "Loss" resulting from dishonest acts of you, your employees, or your agents, whether or not acting alone or in collusion with other persons or occurring during the hours of employment or at any other time.
- 5. "Loss" caused by
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 6, "Loss" caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such "loss" be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by any peril.
- "Loss" to illegal "cargo".
- 8. "Loss" by theft from a fully enclosed "auto" except by forced entry, or any " loss" by pilferage.
- 9. "Loss" caused by mechanical failure or breakdown of a refrigeration unit, heating unit, or temperature control unit.
- 10. "Loss" due to "loading or unloading".
- 11. "Loss" by collision while coupling, uncoupling, or backing or by collision of the "auto" with a pothole, railroad crossing, or other rough surface or by collision of "cargo" with another object without the covered "auto" colliding with that object. This exclusion shall not apply to "loss" by collision while backing if the "cargo" is a mobile home.
- 12. "Loss" caused by mysterious disappearance or shortages.
- 13. "Loss" caused by loss of market arising from delay or loss of use.
- 14. With respect to mobile homes, these additional exclusions will apply:
 - a. "Loss" to personal property that is not an integral part of the mobile home.
 - b. "Loss" from the collapse or failure of the undercarriage or suspension system of the mobile home including but not limited to axle, wheels, or tires.
 - c. "Loss" from sagging, warping, twisting, or "loss" of windows or doors from their frames unless caused directly by
- a peril insured.

 15. Cotton. \"Loss" to cotton within 72 hours after ginning.

C. HOW WE WILL PAY FOR LOSSES

- 1. "Loss" is payable to you and to the owner of the "cargo", as interests may appear.
- At our option, we may:
 - a. pay for, repair, or replace damaged or stolen "cargo"; or
 - b. return the stolen "cargo" at our expense and pay for any damage that results to the "cargo" from the theft; or
 - c. take all or any part of the damaged or stolen "cargo" upon payment of the limit of insurance stated in the Schedule of Coverage (less deductible).

D. LIMIT OF INSURANCE AND DEDUCTIBLE

- 1. Regardless of the number of covered "autos", "insureds", or claims related to the "loss", the most we will pay under this policy for all losses, salvage charges and expenses in saving and preserving the "cargo", and any other costs is a. For a single covered "auto" the smallest of the following.
 - - the limit shown as the Limit of Insurance in the Schedule of Coverage.

- 2) the actual cash value of the damaged or stolen "cargo" at the time of the "loss", but actual cash value shall not exceed the lower of the invoice price or the market value on the date and place of shipment.
- 3) the proportion of the "loss" that the limit of insurance bears to 100% of the actual cash value of the entire "cargo" at the time of "loss". When the "cargo" is one-half of a double wide mobile home, and following a loss the damaged half cannot be economically repaired or replaced, the combined value of both halves of the double wide mobile home shall be used to calculate the proportion described in the preceding sentence.

b. For any one "loss," the total of all "cargo" limits on all covered "autos" involved in the "loss," or \$500,000 whichever is less.

- 2. Our liability for "loss" to certain "cargo" is further limited as follows:
 - a. 10% of the Limit of Insurance for theft applies to tobacco products, tires, tubes, or alcoholic beverages (except beer).
 - ¬b. \$500 for eggs in any one "auto".
- 3. For each "loss", our obligation to pay for, repair, return, or replace damaged or stolen "cargo" will be reduced by the applicable deductible per covered "auto" as shown in the Schedule of Coverage.

E. DEFENSE

We will have the option, but not the duty, to defend any suit seeking to hold you liable for physical "loss" to "cargo" owned by others to which this insurance applies. We may at our discretion investigate any "loss" and settle any claim or suit that may result.

SECTION III – CARGO CONDITIONS

The following are conditions for coverage under this policy:

A. LOSS CONDITIONS

1. Appraisal for Cargo Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

- 2. Your duties in the Event of Cargo Loss
 - a. You must give us or our authorized representative prompt notice of "loss" including how, when, and where the "loss" occurred.
 - You must not assume any obligation, make any payment, or incur any expense without our consent, except at your own cost.
 - c. You must immediately send us copies of any demand, notice, summons, or legal paper received concerning the "loss."
 - d. You must cooperate with us in investigating, securing information and evidence, effecting settlements, arranging for the attendance of witnesses at trials, and prosecuting appeals in connection with each claim.
 - e. You must promptly notify the police if the "cargo" is stolen.
 - f. You must take all reasonable steps to protect the "cargo" from further damage. Also you must keep a record of your expenses for consideration in the settlement of the claim.
 - g. You must permit us to inspect the "cargo" and records proving the "loss" before its disposition..
 - h. You must agree to examination under oath at our request and give us a signed statement of your answers.
 - i. When required by us, you must send us a sworn proof of "loss" containing the information we request to settle the claim.

3. Legal Action Against Us

No one may bring any legal action against us under this coverage unless:

- a. there has been full compliance with all the terms and conditions of this coverage;
- b. the legal action is commenced against us within twelve (12) months after the determination of your liability for the "loss" (or within twelve (12) months after the date of "loss" if you own the "cargo"), provided that where that limitation of time is prohibited under the laws of the state in which this coverage is issued, no legal action against us shall be sustainable unless it is commenced within the shortest limitation of time permitted under the laws of that state; and
- c. with respect to your liability for "loss" to "cargo" owned by others, there has been an Agreed Settlement or a final judgment against you obtained after an actual trial.

An Agreed Settlement means a settlement and release of your liability signed by the claimant or the claimant's legal representative to which we have granted our written consent.

\$1,000,000

4. Transfer of Rights of Recovery Against Others To Us
If any person or organization to or for whom we make payment under this coverage has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "loss" to impair them.

B. GENERAL CARGO CONDITIONS

1. Concealment, Misrepresentation or Fraud

This coverage is void in any case of fraud by you at any time as it relates to this coverage. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning this coverage, a claim under this coverage, or your interest in the property.

2. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization (other than the Named Insured) holding, storing, or transporting property for a fee regardless of any other provision of this coverage.

3. Other Insurance

If you have other insurance covering the same "loss" as the insurance under this policy, we will pay (subject to all other terms and conditions of the policy) only the amount of the "loss" in excess of what you should have received from the other insurance. We will pay the excess whether you can collect on the other insurance or not.

If the only other insurance coverage available is a cargo policy issued to another motor carrier as the Named Insured and your liability arises under a written lease with that motor carrier, then this coverage shall be primary.

4. Policy Period, Coverage Territory

Under this coverage, we cover "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory

The coverage territory is:

- a. The United States of America:
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.
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Machinery

If "loss" occurs to machinery which when complete for sale or use consists of several parts, we shall only be liable for the value of the parts lost or damaged.

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SECTION IV -- CARGO DEFINITIONS

The following words and phrases have special meaning for CARGO COVERAGE only.

- A. AUTO means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads.
- B. CARGO means property of others which is in your custody while loaded for shipment in or on a covered "auto"; or property owned by you while loaded for shipment in or on a covered "auto".
- C. INSURED means any person or organization named in ITEM ONE of the Declarations.
- D. **LOADING OR UNLOADING** means the moving of "cargo" between an adjacent loading platform, or the adjacent roadbed and a covered "auto".
- E. LOSS means direct and accidental loss or damage.

CARGO COVERAGE

DEBRIS REMOVAL COVERAGE EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following three provisions (#1-#3) of the Cargo Coverage Form are amended.

- #1 SECTION II CARGO COVERAGE A. COVERAGE, 1. is amended by adding at the end of the first sentence the following:
 - (iii) and the removal of debris of covered "cargo" when such removal is a result of a covered "loss."
- #2 SECTION II CARGO COVERAGE, D. LIMIT OF INSURANCE AND DEDUCTIBLE, 1. is amended by adding the following:
 - c. Regardless of the number of covered "autos," "insureds," or claims related to the "loss," the most we will pay to remove the debris of covered "cargo" for any one "loss" is \$1,000.00.
- #3 SECTION II CARGO COVERAGE, D. LIMIT OF INSURANCE AND DEDUCTIBLE, 3. is replaced by the following:
 - 3. For each "loss," our obligation to pay for, repair, return, or replace damaged or stolen "cargo," and to remove debris of covered "cargo," will be reduced by the applicable deductible per covered "auto" as shown in the Schedule of Coverage.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

CARGO COVERAGE TOW TRUCK AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

The following four provisions (#1-#4) of the Cargo Coverage Form are amended.

#1 SECTION II - CARGO COVERAGE - A. COVERAGE is replaced by the following:

A. COVERAGE

In consideration of the payment of the premium and subject to all terms and conditions of this policy, we agree to insure you for all sums the "insured" legally must pay for physical "loss" to "cargo". This insurance only applies to "loss" caused directly by the causes of loss specified below. This insurance is limited to apply within the radius stated in the Declarations or in any Limitation of Use endorsement attached to this policy.

Specified Causes of Loss:

Fire or explosion;
 The ft; or
 The collision of the customer's "auto" with another object; or

Mischief or vandalism
 The overturn of the customer's "auto"

#2 SECTION II - CARGO COVERAGE - B. EXCLUSIONS is amended by adding the following exclusions:

This insurance does not apply to any of the following:

Liability resulting from any agreement by which an "insured" accepts responsibility for "loss".

Tape decks or other sound reproducing equipment unless permanently installed in a customer's "auto".

Tapes, records, or other sound reproducing devices designed for use with sound reproducing equipment.

Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio, or telephone or scanning monitor receiver, including its antennas and other accessories unless permanently installed in a customer's "auto" in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

- **SECTION II CARGO COVERAGE B. EXCLUSIONS** is amended by deleting exclusions #10 and #11 in the Cargo Coverage Form.
- **SECTION IV CARGO DEFINITIONS** is changed by amending definition B. as follows:

CARGO means an "auto" owned by a customer of yours and any property in or on the customer's "auto" that is not excluded by #2 above or any of the exclusions in the Cargo Coverage Form, but only while that "auto" is transported behind or on a covered "auto" operated by you (including while being attached or detached from the covered "auto").

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number	
	Endorsement Effective	
Named Insured	Countersigned by	

(Authorized Representative)

CARGO COVERAGE LOADING OR UNLOADING COVERAGE ENDORSEMENT (Auto Haulers Only)

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CARGO COVERAGE FORM

The following provisions of the Policy are hereby amended:

SECTION II – CARGO COVERAGE; A COVERAGE; 1. is amended by adding the following sentence at the end of the paragraph:

We will also insure you for "loss" to "cargo" while "loading or unloading".

SECTION II – CARGO COVERAGE; B. EXCLUSIONS is amended by deleting exclusion 10. and replacing it with the following language:

This insurance does not apply to any of the following:

10. "Loss" to "cargo" which occurs prior to the actual "loading" operation or subsequent to the actual "unloading" operation, and "loss" to "cargo" which occurs a greater distance than one half mile away from the covered "auto" onto which the "cargo" is being "loaded" or from which the "cargo" is being "unloaded".

SECTION II - CARGO COVERAGE; B. EXCLUSIONS is further amended as follows:

Exclusion 11. does not apply to "loss" to "cargo" while "loading or unloading" the "cargo".

SECTION IV – CARGO DEFINITIONS is amended by deleting definition D. and replacing it with the following language:

D. **LOADING OR UNLOADING** means the moving of the "cargo" between a parking place (located not greater than one half mile from the covered "auto"), and the final position on a covered "auto".

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE OF COVERED AUTOS - CARGO

POLICY#	EFFECTIVE DATE:	
INSURED -		

Veh	V	Make	ld (I) No. Serial (S) No. Motor (M) No. Gar City, State	Gar	Dadina	Limit of	Data	Premium	
#	Year	Model	Gar City, State	Gar Terr	Radius	Insurance	Rate	Premium	

RENEWAL OF NUMBER

NATIONAL LIABILITY & FIRE INSURANCE COMPANY

STAMFORD, CONNECTICUT CARGO COVERAGE DECLARATIONS

ITEM ON	IE						
NAMED IN	SURED & ADD	RESS					
POLICY PE	ERIOD: Policy c	overs FROM		ТО		A.M. Standard Time a d's Address stated abo	
The Name	d Insured is:	□ Individual;	□ Partnership;				
THO NATION	a mourou io.	□ Corporation;	□ Other				
Business o	of the Named In	sured is:					
ITEM TW	/ 0						
DESCRIPT	ION of CARGO	principally consists of:					
Radius		miles from the addr	ress of the Named Insured, st	ated above.			
COVERED are covere		of one or more of the sy	rmbols from the COVERED AU —	JTOS Section of the Carg	o Coverage Form shows	which types of autos	
ITEM TH	REE		SI	CHEDULE OF COVER	RAGE		
COVERE	D AUTOS						
Auto No.	Year Model	Trade Name	Type of Body	Serial No.	LIMIT OF Insurance	RATE	PREMIUM
2							
3							
4							
5							
6							
7							
8							
DEDUCTIB	LE FOR EACH (COVERED "AUTO" \$					
FORMS AN	ID ENDORSEM	ENTS CONTAINED IN T	HIS POLICY AT ITS INCEPTION	ON			
MINIMUM	EARNED PREM					TOTAL PREMIUM	\$
COUNTER	SIGNED [.]			Rv			
COUNTER	SIGNED:			Ву		Authorized Represent	tative
		ave caused this policy to	he executed and attested, and				
		ave caused this policy to	o be executed and attested, and				tative ed by our authorized representativ

President

NLF-4162 (5/96)

Secretary

CARGO COVERAGE

EARNED FREIGHT COVERAGE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following provision of the Cargo Coverage Form is amended.

SECTION II – CARGO COVERAGE – A. COVERAGE 1. is amended by adding at the end of the paragraph the following sentence:

We will insure you for freight charges (limited to \$2,500 per any one "loss") you have earned to the point of the accident but cannot collect because of "loss" which results in a loss payment under this cargo coverage.

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name	Policy Number
	Endorsement Effective
Named Insured	Countersigned by

(Authorized Representative)

 SERFF Tracking Number:
 NTIN-125694872
 State:
 Arkansas

 First Filing Company:
 National Indemnity Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-3351

Rate Information

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 NTIN-125694872
 State:
 Arkansas

 First Filing Company:
 National Indemnity Company, ...
 State Tracking Number:
 EFT \$50

Company Tracking Number: CA-3-3351

TOI: 20.0 Commercial Auto Sub-TOI: 20.0003 Other

Product Name: Commercial Automobile
Project Name/Number: Cargo Forms/CA-3-351

Supporting Document Schedules

Review Status:

Satisfied -Name: Uniform Transmittal Document- Approved 06/18/2008

Property & Casualty

Comments:

Please see the attached NAIC Property & Casualty Transmittal Documents. I have attached an additional page due to lack of space on the forms schedule page of the P&C Transmittal document.

Attachments:

AR filing transmittal.pdf

AR filing transmittal._2.pdf

Property & Casualty Transmittal Document

1.	Reserved for Insurance	2. In:	surance l	Department	Use only		
	Dept. Use Only	a. Da	te the filin	g is received	l :		
		b. Ana	alyst:				
		c. Dis	position:				
		d. Da	te of dispo	sition of the	filing:		
		ective dat					
				usiness			
		f. Sta	Renev te Filing #	al Business			
			RFF Filin	<u> </u>			
		」 h. Sul	oject Cod	es			
3.	Group Name					Group NAIC #	
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4.	Company Name(s)		Domicile	NAIC #	FEIN#	State #	
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5.	l Company Tracking Number						
5.	Company Tracking Number	Officar(s)	linclude	tall-free numb	oorl		
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Con	tact Info of Filer(s) or Corporate			toll-free numb		e-mail	
Con	tact Info of Filer(s) or Corporate					e-mail	
Con	tact Info of Filer(s) or Corporate					e-mail	
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7. 8.	Name and address Signature of authorized filer Please print name of authorized	Title ed filer	Tel	ephone #s	FAX#	e-mail	
7. 8.	Name and address Signature of authorized filer Please print name of authorized filer g information (see General I	Title ed filer	Tel	ephone #s	FAX#	e-mail	
7. 8.	Signature of authorized filer Please print name of authorized information (see General I Type of Insurance (TOI) Sub-Type of Insurance (Sub	Title ed filer nstruction	Tel	ephone #s	FAX#	e-mail	
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7. 8. Filii 9.	Signature of authorized filer Please print name of authorized Type of Insurance (TOI) Sub-Type of Insurance (Sub-State Specific Product code	Title ed filer nstruction o-TOI) (s)(if uirements)	s for desc	riptions of th	FAX#		
7. 8. Filli 9. 10. 11.	Signature of authorized filer Please print name of authorized Interpretation (see General Interpretation) Sub-Type of Insurance (TOI) Sub-Type of Insurance (Sub-State Specific Product code applicable)[See State Specific Reg Company Program Title (Mar	Title ed filer nstruction o-TOI) (s)(if uirements)	s for desc	ephone #s riptions of the	FAX # nese fields) [] Rules [] Fabination Rates/R	Rates/Rules	
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Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
	Filing Fees (Filer must provide check # and fee amount if applicable)
22.	[If a state requires you to show how you calculated your filing fees, place that calculation below]
	heck #:
ıA	mount:
	r to each state's checklist for additional state specific requirements or instructions on
calc	ulating fees.
***R	Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies
	uired, other state specific forms, etc.)
PC ⁻	TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)									
1.	1. This filing transmittal is part of Company Tracking #								
2.	2. This filing corresponds to form filing number (Company tracking number of form filing, if applicable)								
	□ Rate Increase □ Rate Decrease □ Rate Neutral (0%)								
3.	Filing I	Method (Prior	Approval.	File & Use.	Flex Band, et	tc.)			
4a.					y Company (1)		
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	Change Impact change affected for this Change (where								
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		applicable)		program	program		requir	ed)	. ,
4b.					ny (As Accep				
	npany	Overall %	Overall	Written	# of	Written	Maxim		Minimum
Na	ame	Indicated	% Rate	premium	policyholde				% Change
		Change	Impact	change	affected	for this	Chan	ge	
		(when		for this	for this	program			
		applicable)		program	program				
		5. Overall l	Rate Inform	ation (Com	plete for Mult	tiple Compan	y Filings	only	<u>'</u>)
						COMPANY	USE		STATE USE
5a	Overal applica	l percentage i able)	rate indicati	ion (when					
5b	Overal	l percentage i	rate impact	for this filir	ng				
5c		of Rate Filing	Written p	remium ch	ange for				
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5d	affecte	of Rate Filing d	– Number o	of policyno	iders				
6.	Overal	l percentage (of last rate	revision					
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9.	for Rev	or Page # Su∣ ⁄iew	bmitted		ement drawn?				state nber,
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01				[] With					
-				[]New []Repl	acement				
02				[] With					
				[]New					
03	[] Replacement [] Withdrawn								

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms) (Do <u>not</u> refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			[] New [] Replacement [] Withdrawn		
02			[] New [] Replacement [] Withdrawn		
03			[] New [] Replacement [] Withdrawn		
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[]New []Replacement []Withdrawn		

PC FFS-1